County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

ANITA M. BOCK
Director

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Fifth District

February 5, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

REQUEST TO AUTHORIZE AMENDMENT ONE TO CURRENT AGREEMENT NUMBER 73182 WITH IBM GLOBAL SERVICES TO PROVIDE ENHANCEMENTS TO THE CHILD WELFARE SERVICES/CASE MANAGEMENT SYSTEM (CWS/CMS) FOR LOS ANGELES COUNTY'S DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS)

(ALL DISTRICTS) (3 VOTES)

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )
DISAPPROVE ( )**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the attached Amendment One to the existing sole source Agreement Number 73182 with IBM Global Services to become effective on the date of signature and extend through the end date of the underlying Agreement, which is June 30, 2002. Amendment One expands the scope of work by allowing Los Angeles County to procure certain CWS/CMS server, workstation configuration, and other infrastructure component services. Amendment One does not increase the maximum contract sum. The funding and 13.21% net County cost for the IBM Global Services Agreement are included in the FY 2001-02 Adopted Budget.

Amendment One to expand the scope of work has been approved by the Chief Information Officer and the Chief Administrative Officer, and approved as to form by County Counsel.

No viable alternatives are available. Based on the 1992 State Contract with IBM Global Services, it is the only firm authorized to maintain and modify the CWS/CMS system including moves, adds and changes to network components (servers and printers) and certification of client software images. This State contract requirement ensures that the integrity of CWS/CMS is maintained and holds a single vendor, IBM Global Services, responsible for maintaining contractual system performance and service levels. Were a county to procure these services from another vendor, it could imperil the State of California's ability to ensure that CWS/CMS meets statutory requirements (California *Welfare and Institutions Code* Section 16501.5).

Should the Board not approve this Amendment One, DCFS will be negatively impacted as follows: (1) physical moves or expansions of any DCFS office will result in an inability for workers at that site to access CWS/CMS, (2) CWS/CMS network printers cannot not be added or moved, (3) additional staff from other County departments may not obtain access to CWS/CMS to better integrate services (as required in the County Strategic Plan Program Goal 5), and (4) there could be extended delays in restoring staff access to CWS/CMS should there be CWS/CMS server, printer, or workstation problems.

CONTRACTING PROCESS

In 1992, the State of California Health and Human Services Data Center (HHSDC) conducted a competitive bid process and awarded IBM Global Services the contract (State Agreement #31091) for the design of the application, the design of the network, all hardware development, delivery of training, operation of the network, and maintenance of the entire CWS/CMS system. The State Agreement has been continuously renewed and has been approved for extension from August 1, 2000 through July 31, 2002. Counties are allowed to procure additional CWS/CMS services from IBM Global Services under the State Agreement # 31091, Rider I.

IBM Global Services has provided all CWS/CMS services to Los Angeles County in previous years under purchase orders approved by your Board on February 5, 1998, and March 22, 1999. The last purchase order expired December 30, 1999. Subsequently, IBM Global Services has provided CWS/CMS services to Los Angeles County under the underlying sole source Agreement between Los Angeles County and IBM Global Services (Number 73182).

The sole source justification for the underlying Agreement similarly applies to the expanded services under Amendment One. See Attachment I for original sole source justification and copy of State approval for County's purchase of additional services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

For the remaining six months of the Agreement term, DCFS needs to procure the following additional services: (1) move or make changes to CWS/CMS servers and other infrastructure components to accommodate additional DCFS and other County department CWS/CMS users in existing or new office space, (2) move or make changes to CWS/CMS servers to add or move CWS/CMS network printers, (3) upgrade CWS/CMS server technology, consistent with CWS/CMS statewide requirements and County CIO Business Automation Plans for FY 2001-2002, and (4) provide workstation software configuration checkout services for any new make/model/types of personal computers the County deploys for CWS/CMS use.

This action is necessary to accommodate DCFS's organizational changes that require the re-location of staff units, office expansions, and the opening of new offices. If the Amendment is not approved, staff will not have consistent access to CWS/CMS as required by the State of California.

Implementation of Strategic Plan Goals

The recommended actions promote and further the Board-approved County Strategic Plan Goals and the County Business Automation Plan by 1) enabling DCFS to maintain and expand its electronic communication network, so that staff in County departments supporting children and families can better collaborate and integrate their services, and 2) by minimizing CWS/CMS system problems, which furthers a positive work environment for both CWS/CMS users and support staff.

FISCAL IMPACT/FINANCING

The current maximum annual contract amount is unchanged with this Amendment and shall not exceed one million dollars ($1,000,000) for FY 2001-02. The funding is included in the FY 2001-02 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CWS/CMS is mandated by Section 16501.5 of the California Welfare and Institutions Code and Senate Bill 380 (1989). This system was made possible through federal funds that requires a statewide system. (45 CFR 1355.53)

Your Board approved the underlying sole source Agreement between Los Angeles County and IBM Global Services (Number 73182) for enhancements to CWS/CMS on December 12, 2000 with an initial term end date of June 30, 2001. The Director of DCFS extended the contract, by delegated authority under the one-year renewal option, to June 30, 2002.

IMPACT ON CURRENT SERVICES

Granting approval for this Amendment One will ensure that: (1) workers at DCFS offices that are planned to be physically moved or expanded will continue to have access to CWS/CMS, (2) CWS/CMS network printers can be added or moved as needed, (3) additional staff from other County departments can be given access to CWS/CMS to better integrate services, and (4) Children's Social Workers and others accessing CWS/CMS will be able to complete their work with minimal CWS/CMS workstation software problems.
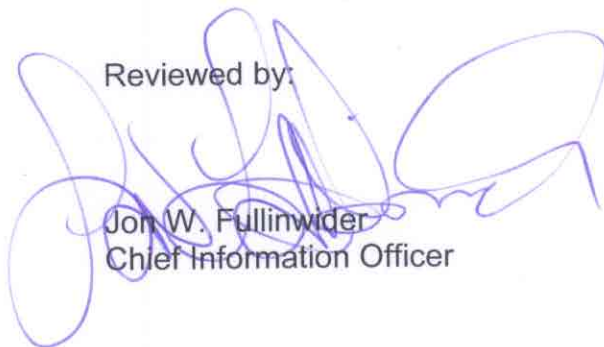
Respectfully submitted,

Reviewed by:

ANITA M. BOCK
Director

Jon W. Fullinwider
Chief Information Officer

AMB: kvs

Attachments (3)

c: Chief Administrative Officer
      Chief Information Officer
      County Counsel
      Auditor-Controller

ATTACHMENT I - SOLE SOURCE JUSTIFICATION FOR ORIGINAL AGREEMENT NUMBER 73182 BY AND BETWEEN THE COUNTY OF LOS ANGELES AND IBM GLOBAL SERVICES FOR ENHANCEMENTS TO THE CALIFORNIA STATE CHILD WELFARE SERVICES/CASE MANAGEMENT SYSTEM (CWS/CMS)

(from Letter to Board dated October 1, 2001, recommending Board approval for above Agreement)

JUSTIFICATION

The County has been allocated funds from the State and Federal Governments for additional commodities and services for CWS/CMS to accomplish the required enhancements.

IBM Global Services, formerly Integrated Systems Solutions Corporation (ISSC), is the vendor selected through a competitive bid process conducted by the State of California Health and Human Services Data Center (HHSDC), formerly Health and Welfare Agency Data Center (HWDC) to design, develop, and provide maintenance services to the CWS/CMS system. The State agreement was executed in January 1992, has been continuously renewed, and has been approved for extension from August 1, 200 through July 31, 2002. Rider I, within the State agreement, allows counties to procure commodities and services from IBM Global Services for the purpose of augmenting the CWS/CMS system. Due to the complexity of DCFS in Los Angeles County, many features that were not included in the basic statewide CWS/CMS application were required by Los Angeles County; therefore many modifications and/or enhancements have been added to address the specific additional needs of Los Angeles County DCFS' database. The Statewide CWS/CMS system used by the Los Angeles County requires a number of specific database and applications changes created exclusively for Los Angeles County. Continual and necessary improvements, adaptations and enhancements are required to continue to meet the growing needs of Los Angeles County, and to ensure that the operating system maintains its integrity.

IBM Global Services is the only firm authorized by the State to make these modifications and enhancements to the system. The State has granted approval for the expenditure of funds for this purpose.

Gray Davis,
Governor

California Health and Human Services Agency Data Center
Child Welfare Services/Case Management System
1651 Alhambra Boulevard
Sacramento, California 95816
(916) 263-1100
FAX (916) 263-1142

January 10, 2002

Joi Russell
Acting Deputy Director
Information Services LACO
4060 Watson Plaza Drive
Lakewood, CA 90712

**SUBJECT: CLARIFICATION OF VENDOR ROLE FOR SERVERS AND
WORKSTATION IMAGES**

Dear Ms. Russell:

This letter is in response to Los Angeles County's inquiry regarding Child Welfare
Services Case Management System (CWS/CMS) Project contracting policies relative to
the above captioned.

The Moves, Adds, Changes (MAC) process is a part of the State overall CWS/CMS
Configuration Management (CM) program. Together with other processes, such as
change management and problem management, the MAC process ensures changes to
the CWS/CMS baseline occur in a controlled fashion that promotes the continued
reliability and performance of the system in all counties.

The system configuration items, the CWS/CMS application and the architectural
components of the system, will be changed only through a controlled configuration
management process. The State requires that when a county submits a MAC for any
Move, Add or Change, involving any CWS/CMS application server, IBM must have
responsibility for the server change.

Controlling access and the integrity of the work done to the CWS/CMS servers allows
the State to maintain the appropriate oversight of its contractor and helps to ensure that
"Service Level Agreements" (SLA) regarding server availability are met.

Another aspect of Configuration Management is control of the Dedicated workstation image. The State CWS/CMS vendor, IBM Global Services, has the responsibility of creating the base Dedicated desktop and laptop workstation images. Changes beyond the Dedicated image are the specific responsibility of each Co-existent county.

We hope that this addresses your concerns regarding the roles and responsibilities of the MAC process. If you have any questions or concerns please call Joyce Williams, Operations Manager, at (916) 263-1106.

Sincerely,

BOB FERGUSON
Deputy Director

cc: Kathy Curtis, CWS/CMS
        Neola Leipus, CWS/CMS
        Richard O'Neil, CWS/CMS
        Joyce Williams, CWS/CMS

CIO ANALYSIS

AMENDMENT NUMBER 1 TO AGREEMENT NUMBER 73182 WITH IBM GLOBAL SERVICES TO PROVIDE ADDITIONAL ENHANCEMENTS TO THE CHILD WELFARE SERVICES/CASE MANAGEMENT SYSTEM (CWS/CMS) FOR THE COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS)

CIO RECOMMENDATION: [X] APPROVE   [ ] APPROVE WITH MODIFICATION
[ ] DISAPPROVE

Contract Type:
[ ] New Contract   [X] Contract Amendment   [ ] Contract Extension
[ ] Sole Source Contract

This amendment expands the scope of work in the existing Agreement to include the maintenance of CWS/CMS network servers and printers, and the imaging of CWS/CMS workstation software.

Contract Components:
[ ] Software   [ ] Hardware   [ ] Telecommunications
[X] Professional Services

Project Executive Sponsor:

Anita Bock, Director – Department of Children and Family Services

Budget Information:

This amendment does not change the previously approved
annual contract sum of $ 1,000,000.00

Project Background:

Yes	No	Question
[X]	[ ]	Is this project legislatively mandated?
[X]	[ ]	Is this project subvented? If yes, what percentage is offset? 85%

Strategic Alignment:

Yes	No	Question
[X]	[ ]	Is this project in alignment with the County of Los Angeles Strategic Plan?
[X]	[ ]	Is this project consistent with the currently approved Department Business Automation Plan?

Yes	No	Question
☐	[X]	Does the project's technology solution comply with County of Los Angeles IT Directions Document? Note: CWS/CMS uses OS/2 server and client/server technologies that are not consistent with the County I/T Direction. However, CWS/CMS is a system developed and mandated by the State.
☐	[X]	Does the project technology solution comply with preferred County of Los Angeles IT Standards? Note: CWS/CMS uses OS/2 server and client/server technologies that are not consistent with the County I/T Standards. However, CWS/CMS is a system developed and mandated by the State.

Project/Contract Description:

Amendment Number 1 to the existing sole source Agreement with IBM Global expands the scope of work to include moves, adds and changes in configuration of CWS/CMS OS/2 servers and printers located in Los Angeles County and to allow for workstation software imaging and certification for new computers deployed for CWS/CMS use.

Background:

In 1992 the State of California Department of Health and Human Services awarded a competitively bid contract to IBM Global Services for the design, implementation and operation of the CWS/CMS system. The State Agreement with IBM Global Services is currently extended through July 31, 2002. This Agreement provides counties who chose to use CWS/CMS equipment for other locally developed child and family support applications (co-located counties) to contract directly with IBM Global Services for maintenance of the system within their respective counties.

The County has obtained CWS/CMS maintenance services from IBM Global in previous years under purchase orders approved by your Board in February 1998 and March 1999. Subsequently, IBM Global Services has provided services to the County under the underlying sole source Agreement Number 73182 approved by your Board in December 1999.

Project Justification/Benefits:

The current Agreement with IBM Global provides for software enhancements to CWS/CMS based on the unique needs of DCFS but did not contemplate the need for adds, changes and deletes of CSW/CMS network devices because of DCFS' static environment at that time. However, now that DCFS is undergoing significant reorganization changes, including the addition of two new Bureaus and the anticipated move of 6 offices, the existing Agreement requires an Amendment to the scope of work to support these efforts.

Approval of this Amendment will ensure that DCFS Offices that are planning to be moved or reorganized will have minimally interrupted access to CWS/CMS and that staff from

other departments can be given limited access to CWS/CMS to better integrate service delivery. In addition, certifying client software imaging will result in improving CWS/CMS workstation reliability and improve access to the statewide system.

Project Metrics/Controls:

The metric used to validate the benefits of this Amendment is the increase in the percent of Los Angeles County CWS/CMS users with reliable access to CWS/CMS during normal business hours. Currently, that number is 85%. The goal is 98% annually.

To control work performed under this Amendment, network server and/or printer move, add or change, and client software-imaging tasks will be performed under a service level agreement as defined in the respective Statement of Work (SOW). Payments are fixed-price, based on deliverables specified in the SOW. Each SOW is reviewed by County Counsel and, where necessary, by the CIO's office to ensure that the work being specified is clearly defined and within the scope of the Agreement.

Impact If Proposal Is Not Approved:

Should your Board not grant approval of this Amendment, DCFS will be unable to provide CWS/CMS access if office moves require the relocation of State servers and printers. Staff from other departments will also not have access to CWS/CMS resulting in a reduced level of service integration. In addition, without the use of certified application images, there may be increased workstation problems and delays in restoring access to CWS/CMS.

Alternatives Considered:

No viable alternatives are available to the County for CWS/CMS server and printer maintenance and support or certification of CWS/CM client software images. Based on the 1992 State Contract with IBM Global, IBM Global is the only firm authorized to maintain and modify the CWS/CMS system including moves, adds and changes to network components (servers and printers) and certification of client software images. This State contract requirement ensures that the integrity of CWS/CMS is maintained and holds a single vendor, IBM Global, responsible for maintaining contractual system performance and service levels.

If a third party were considered for the performance of the these services, IBM would still be required to be involved, at additional expense to the County, to validate that the adds, changes, moves and software certifications were done correctly and did not compromise the performance o the statewide system. If unforeseen problems were encountered from work performed by the third party, the County and State's ability to enforce expeditious resolution of the problems may also be compromised.

Project Risks:

Risks associated with this Amendment are minimal due to the narrow change in scope of work being requested. This Amendment allows for the move, addition or change of network servers and/ or printers and certification of client software images for specific types of desktop computers. Any failure to perform on the part of the vendor is limited to a specific device and not the enterprise system. Cost exposure is also limited due to the use of fixed price SOW's where the vendor is not paid until the work has been approved by the DCFS Project Manager.

Risk Mitigation Measures:

Each SOW is reviewed by County Counsel and, where necessary, by the CIO's office to ensure that the work being specified is clearly defined and within the scope of the Agreement. The vendor provides a fixed price for the work order and is not paid until the DCFS Project Manager has approved the work.

Both County Counsel and CIO representatives will be meeting with DCFS Senior Management on a monthly basis to monitor the status of all contracts and activities associated with their Business Automation Plan. Any deviations from plan will be discussed and, where necessary, corrective actions will be identified to minimize risks.

Financial Analysis:

This proposed Amendment would not increase the annual contract sum of $1 million approved by your Board in December 1999. To date, $97,161 has been expended on this Agreement and it is anticipated that there are sufficient funds to support DCFS office and staff changes through FY 2001/02.

CIO Concerns:

None

CIO Recommendations:

This Office recommends that your Board approve Amendment Number 1 to Agreement Number 73182 with IBM Global Services to provide additional enhancements to CWS/CMS for the County of Los Angeles Department of Children and Family Services. This change in scope of work is consistent with the current business needs of DCFS and consistent with the County's existing sole source Agreement with IBM Global Services.

It should be noted that this Agreement was extended under the one-year renewal option and will end June 30, 2002. It is also our understanding that the State is planning on further extending the IBM Global Services Contract for CWS/CMS maintenance and enhancement services until 2004. Once this new extension is confirmed, my staff will begin working with

County Counsel and DCFS to develop a new sole source Agreement with IBM Global Services that includes the changes in scope contemplated in this Amendment.

CIO Approval

Prepared by: _Jordan McIntire by SVR_

Date: _1/8/02_

Approved: _Jonathan E. Williams Jr._

Date: _01/16/2002_

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 73182

COUNTY OF LOS ANGELES

AND

IBM GLOBAL SERVICES

FOR

ENHANCEMENTS TO THE CALIFORNIA STATE CHILD WELFARE
SERVICES/CASE MANAGEMENT SYSTEM (CWS/CMS)

JANUARY 2002

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 73182

This Amendment Number One is made and entered into, as of the Amendment Number One Effective Date, by and between the County of Los Angeles (hereafter "COUNTY") and IBM, a New York corporation, doing business in California through its division, IBM Global Services (hereafter "CONTRACTOR"), with regard to the following recitals (Recitals):

1. WHEREAS, on December 12, 2000, the COUNTY and CONTRACTOR entered into COUNTY Agreement Number 73182 for enhancements to CWS/CMS (the "Agreement"). The original expiration date of the Agreement was June 30, 2001;

2. WHEREAS, the parties previously exercised the option to extend the Agreement through June 30, 2002;

3. WHEREAS, the State of California (hereafter "STATE") established CWS/CMS as the exclusive method of tracking children and families served by the COUNTY's Department of Children and Family Services;

4. WHEREAS, the STATE selected CONTRACTOR, through a competitive bid process, as the vendor to develop, design, and maintain CWS/CMS, including but not limited to the application software and hardware infrastructure;

5. WHEREAS, on or about January 24, 1992, CONTRACTOR and the STATE entered into a written contract (contract number 31091, which expires on July 31, 2002) (hereafter, the "State Agreement") for, *inter alia*, development, design, and maintenance of CWS/CMS, inclusive of any duly authorized amendment, modification, renewal, or successor agreement between the STATE and CONTRACTOR;

6. WHEREAS, on or about December 31, 1996, the STATE and CONTRACTOR agreed on specifications for CWS/CMS, as required in the State Agreement, in the deliverable document, "D51A – ISSC CWS/CMS Service Level Agreement", dated February 14,1997 (hereafter, the "Service Level Agreement"), inclusive of any duly authorized amendment, modification, renewal, or successor Service Level Agreement between the State of California and CONTRACTOR;

7. WHEREAS, CONTRACTOR is the only vendor authorized by the STATE's Health and Human Services Data Center (previously the State of California Health and Welfare Agency Data Center; hereafter "HHSDC") to make modifications and enhancements to CWS/CMS application software and hardware infrastructure;

8. WHEREAS, pursuant to the State Agreement, Section 28 (Warranty), CONTRACTOR warrants that CWS/CMS will operate in accordance with the functional and service level specifications agreed to by the STATE and CONTRACTOR;

9. WHEREAS, the Service Level Agreement may be substantially frustrated if parties other than CONTRACTOR are permitted to move or reconfigure CWS/CMS servers and

other infrastructure components and/or create, test, and provide a master CWS/CMS workstation software image;

10. WHEREAS, the Los Angeles County Board of Supervisors has previously approved of the underlying Agreement as a sole source contract;

NOW, THEREFORE, in accordance with the foregoing Recitals, all of which are incorporated as part of this Amendment, and pursuant to Section 6.0 (CHANGE NOTICES, AMENDMENTS, AND STATEMENTS OF WORK) of the Agreement, the COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Subsection 1.5 (Definitions) of Section 1.0 (APPLICABLE DOCUMENTS) is hereby amended to add:

   1.5.19 Amendment Number One Effective Date

   "Amendment Number One Effective Date" shall mean the date upon which the COUNTY's Board of Supervisors approves and executes this Amendment One.

   1.5.20 Moves, Adds, and Changes or MAC(s)

   "MAC" or "MACs," whether singular or plural, shall mean the activity of making changes to key components of the STATE's CWS/CMS infrastructure located in COUNTY sites; in particular the CWS/CMS server hardware, CWS/CMS server software, and configuration of CWS/CMS server connections to the CWS/CMS network.

   The STATE HHSDC prepared and published a CWS/CMS project document entitled "Moves, Adds, & Changes (MAC) Plan", dated 10/15/99, that says, "Types of CWS/CMS MACs include: add equipment to a site, move a site to a new location, change the configuration or equipment at a site, delete equipment from a site, or close a site."

   Changes to COUNTY CWS/CMS infrastructure that require key System component MAC Services to be provided by CONTRACTOR shall include: add CWS/CMS servers to a site (add), take down CWS/CMS servers and remove them from a site (delete, close), move CWS/CMS servers from one site to another (move), change CWS/CMS server function through reconfiguration of server software (change), or upgrade CWS/CMS print server software to be able to find new or moved CWS/CMS printers (add or change).

   1.5.21 Workstation Configuration Checkout

   "Workstation Configuration Checkout" shall mean the building and testing of a base CWS/CMS workstation software image that is compatible with the CWS/CMS application and can be used on COUNTY selected and procured workstations that meet minimum CWS/CMS workstation

hardware requirements.

2. Section 4.0 (WORK) is hereby amended to add:

    4.4   Other Work

        4.4.1   CONTRACTOR shall perform limited key CWS/CMS component MACs (Moves, Adds, and Changes) to CWS/CMS servers and other infrastructure components located in COUNTY sites in accordance with the terms and conditions set forth in this Agreement,

        4.4.2   CONTRACTOR shall provide Workstation Configuration Checkout services in accordance with the terms and conditions set forth in this Agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

-END OF AMENDMENT ONE TERMS AND CONDITIONS-

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment One to COUNTY Agreement Number 73182 to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer, and as has IBM, a New York corporation, doing business in California through its division, IBM Global Services, by its duly authorized officer, this_____ day of_____, 2002.

COUNTY OF LOS ANGELES

By _____
    Chairman, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer
Board of Supervisors

By_____
    Deputy

CONTRACTOR
IBM, a New York Corporation,
doing business in California as IBM
Global Services

By _Nancy C LePage_____
Name_Nancy C LePage_____
Title_IBM Project Executive_____

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
    John L. Geiger,
    Senior Deputy County Counsel